



DEAN C. LOGAN  
Registrar-Recorder/County Clerk



Los Angeles County Registrar-Recorder/County Clerk

February 02, 2016


The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

10 February 2, 2016

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**REQUEST APPROVAL TO EXTEND TERM  
OF AGREEMENT NUMBER 76485  
WITH ROBIS ELECTIONS, INC.  
FOR ELECTION HELP DESK SYSTEM  
MAINTENANCE AND SUPPORT SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval to extend the term of the agreement with Robis Elections, Inc. (Robis) which will expire on September 3, 2016, for an additional year. The extension of the agreement term will allow the Registrar-Recorder/County Clerk (RR/CC) to maintain the current and experienced vendor throughout the 2016 Primary and General Election periods as well as time necessary to complete a new solicitation for the Election Help Desk System.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute the attached amendment to Agreement Number 76485 with Robis (Contractor) and extend Election Help Desk System maintenance and support services for an additional twelve (12) month period commencing September 4, 2016 through September 3, 2017.
2. Authorize an increase in the contract sum to cover the one year extension in the amount of \$157,950 which will be paid to Contractor prior to February 26, 2016, in exchange for a ten percent (10%) discount.
3. Delegate authority to Department Head, or designee, to terminate the amendment, in whole or in

part, once the RR/CC has completed the solicitation and entered into a new agreement.

4. Delegate authority to Department Head, or designee, to prepare and execute amendments to the agreement to incorporate or change any contracting provision required by the Board of Supervisors, Chief Executive Officer, or designee.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 4, 2008, your Board approved an agreement allowing the RR/CC to acquire a centralized election help desk support system that directly supported election-day troubleshooting operations. The agreement has provided election troubleshooting assistance to sources such as voters, pollworkers, candidates, media, community groups, and municipalities during the two weeks immediately preceding an election as well as on Election Day.

The purpose of the recommended action is to obtain approval to extend the term of the current agreement which will expire on September 3, 2016. The RR/CC is requesting a one year extension from September 4, 2016 through September 3, 2017. This extension will allow the RR/CC to release a solicitation that is in the Department's best interests, meet or exceed County requirements, and avoid any service interruption during this election period, which includes the upcoming November 8, 2016 Presidential General Election. It is consistent with the County's Strategic Goal of fiscal and financial responsibility, in that the RR/CC is determined to find the best and most affordable solution possible while ensuring the continued success of all elections impacted by the help desk system.

The Contractor will be paid the Amendment sum of \$157,950 prior to February 26, 2016, in exchange for a ten percent (10%) discount. This Contractor has performed this service for seven years in a timely and effective manner, without any incident. Additionally, if the Contractor is unable to fulfill any portion of the Contract services, during the one year extension period, the Contractor will reimburse the County a prorated amount for any portion of the services not performed as outlined in the Pricing Schedule.

The RR/CC will provide Contractor oversight for the services provided and have delegated authority to terminate this extension, and update any necessary contracting provisions in whole or in part until the solicitation process has been completed and a new agreement has been executed.

#### **Implementation of Strategic Plan Goals**

Goal No. 1, Operational Effectiveness: Approval of the recommendation to extend the agreement will allow seamless continuation of maintenance and support services for RR/CC's Election Help Desk System to support timely delivery of customer-oriented and efficient public services.

#### **FISCAL IMPACT/FINANCING**

The Contractor will be paid the Amendment sum of \$157,950 prior to February 26, 2016, in exchange for a ten percent (10%) discount. Funding for the recommended one year extension for continued maintenance and support services is included in the Department's FY 2016-17 Budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On March 4, 2008, your Board approved a four year agreement with the Contractor including two 1-

year and six month-to-month extension options for a centralized election help desk support system that directly supported election-day troubleshooting operations.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended amendment will allow RR/CC to receive uninterrupted maintenance and support services for the Election Help Desk System until the solicitation process is completed. No other impact to current services is anticipated.

**CONCLUSION**

The Chief Executive Office has reviewed and approved this Board letter. County Counsel has approved the attached Amendment Number Seven as to form.

The Chief Information Office (CIO) has reviewed this Board Letter and determined that no CIO Analysis is required because the scope of services has not changed.

Authority to extend the term of the agreement will allow the RR/CC to complete the solicitation process for Election Help Desk System services to ensure continued service during upcoming election periods, including the November General Election.

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:RFFP:jw

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Chief Information Officer

**AMENDMENT NUMBER SEVEN  
TO AGREEMENT NUMBER 76485  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND ROBIS ELECTIONS, INC.  
FOR  
ELECTION HELP DESK SYSTEM**

This Amendment Number Seven ("Amendment Number Seven") to Agreement Number 76485 ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between County of Los Angeles, a political subdivision of the State of California ("County") and Robis Elections, Inc. ("Contractor") a corporation in the State of Illinois. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Agreement was originally approved by the County's Board of Supervisors on March 4, 2008;

WHEREAS, under that certain Amendment Number One to the Agreement dated July 9, 2009 the Agreement was amended to reflect, among other things, revised Background and Security language and revised Insurance language;

WHEREAS, under that certain Amendment Number Two to the Agreement dated October 9, 2009, pursuant to the Board of Supervisors approval of the Contract Extension/Cost Reduction initiative, the Agreement was amended to reflect, among other things, (i) extension of the initial term of the Agreement for an additional two-year period; (ii) increase of the Contract Sum by Three Hundred Eighteen Thousand, Seven Hundred Eighteen Dollars (\$318,718) to support the term extension; and; (iii) replaced the current Exhibit B (Price & Payment Schedules) with a new Exhibit B (Price & Payment Schedules) (Revised September 15, 2009);

WHEREAS, under that certain Amendment Number Three to the Agreement dated April 30, 2012, the Agreement was amended to reflect, among other things, (i) incorporation of Addendum A1 into Exhibit A (Statement of Work) to implement the Troubleshooter Pilot Project; and (ii) replacement of the current Exhibit B (Price & Payment Schedules) with a new Exhibit B (Price & Payment Schedules), (Revised April 19, 2012) to reflect the reallocation of funding categories;

WHEREAS, under that certain Amendment Number Four to the Agreement dated February 18, 2014, the Agreement was amended to reflect, among other things, (i) extension of the term of the Agreement for a one-year period; (ii) increase the contract amount for additional custom programming modifications; (iii) replaced Paragraph 19.0 (Indemnification) with a new Paragraph 19.0; (iv) replaced Paragraph 20.0 (General Insurance Requirements) with a new Paragraph 20.0; (v) replaced Paragraph 21.0 (Insurance Coverage Requirements) with a new Paragraph 21.0; (vi) replaced Paragraph 24.0 (Subcontracting) with a new Paragraph 24.0; (vii) incorporated Paragraph 68.0 (Warranty of Compliance with County's Defaulted Property

Tax Reduction Program); (viii) incorporated Paragraph 69.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program); (ix) replaced Exhibit B (Pricing Schedule) with a new Exhibit B (revised November 13, 2013); and (x) replaced Exhibit D (Contractor's Administration) with a new Exhibit D (revised January 14, 2014).

WHEREAS, under that certain Amendment Number Five to the Agreement dated March 3, 2015, the Agreement was amended to reflect, among other things, (i) extension of the term of the Agreement for a one-year period.

WHEREAS, under that certain Amendment Number Six to the Agreement dated January 3, 2016, the Agreement was amended to reflect, among other things, (i) extend the term of the Agreement for a six month-to-month period;

WHEREAS, this Amendment Number Seven is made pursuant to Paragraph 6.0 (Amendment) of the Agreement; and

WHEREAS, the County and Contractor wish to further amend the Agreement to (i) add Paragraph 5.7 to Section 5.0 (Term) of the Agreement, (ii) increase the contract amount; (iii) delete Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement and replace with a new Section 7.0, Paragraph 7.1; (iv) delete Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement and replace with a new Section 8.0, Paragraph 8.1; (v) delete Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Section 5.0 (Term), Paragraph 5.7 is incorporated into the Agreement and reads as follows:

## **5.0 TERM**

5.7 The "Extension" of this Agreement, which commences after the Initial Term and all Option Terms have expired, shall be effective for one (1) year from September 4, 2016 through September 3, 2017, unless terminated or extended, in whole or in part, as provided in this Agreement.

2. Increase the Contract Sum, by a sum not to exceed One Hundred Fifty-Seven Thousand Nine Hundred Fifty Dollars and 00/100 (\$157,950.00).
3. Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 7.1 to read as follows:

7.1 The "Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services and other Work specified under this Agreement.

The Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder is: \$3,552,280.50.

4. Section 8.0 (Invoices and Payments), Paragraph 8.1 of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 8.1 to read as follows:

8.1 All work completed by Contractor must be approved in writing by County. Approval of such work shall not be unreasonably withheld. If County does not approve work in writing, no payment shall be due to Contractor for that work. All invoices submitted by Contractor for payment must have the applicable Task/Deliverable Acceptance Certificate signed by Contractor's Project Director and County Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

Early payment for continued maintenance and support services during the Extension period of this Agreement shall be permitted without an attached Task/Deliverable Acceptance Certificate. However, if the Contractor is unable to fulfill any portion of the Contract services during the one year extension period, the Contractor will reimburse the County a prorated amount for any portion of the services not performed as outlined in the Pricing Schedule.

5. Exhibit B (Pricing Schedule) of the Agreement is hereby incorporated in its entirety, a true and correct copy of which is attached hereto and incorporated herein by this reference;

Except as otherwise provided under this Amendment Number Seven, the Agreement, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER SEVEN  
TO AGREEMENT NUMBER 76485  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND ROBIS ELECTIONS, INC.  
FOR  
ELECTION HELP DESK SYSTEM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Seven to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

ROBIS ELECTIONS, INC.

\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
DAVID DAVOUST  
President

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Vicki Kozikoujekian  
Principal Deputy County Counsel

**PRICING SCHEDULE**  
**Election Help Desk System and Support Services**  
**(Revised November 18, 2015)**

Product Description	Original
<b>SOFTWARE SUPPORT SERVICES</b>	
System Software/Access License	\$975,000.00
Set-up and Documentation (Estimated 30 days @ \$1,650.00/day)	\$49,500.00
Third Party Software	\$7,500.00
Annual Software Maintenance (6 years)	\$1,333,800.00
Six Month-to-Month Software Maintenance (Amendment #6)	\$87,750.00
<b>Extension Year Software Maintenance (Amendment #7)</b>	<b>\$157,950.00</b>
Software Upgrades Included	Included
Software Upgrade Installment Included	Included
Taxes (license & third party)	\$81,056.25
Taxes (annual maintenance - \$14,478.75 x 6 years)	<b>\$119,780.50</b>
<b>ENHANCEMENTS</b>	
Hourly Rate for Custom Programming Modifications - \$165	
Estimated Total Hours of Custom Programming – 1,875	<b>\$309,375.00</b>
Estimated Total Cost for Custom Programming	
Taxes (Custom Programming)	\$25,523.44
Handheld Barcode Scanners (Estimated at 80 X \$3,000) + tax 8.25%	\$259,800.00
Estimated Other Customization and Support	
425 hrs X \$165 + tax 8.25%	\$77,110.31
Additional Custom Programming (Amendment #4)	\$40,325.00
<b>ADMINISTRATIVE SERVICES</b>	
Hourly Rate for Additional Documentation	\$165.00
Hourly Rate for Additional Training	\$165.00
Hourly Rate for Technical Support (after hours)	\$165.00
Hourly Rate for Onsite Technical Support	\$165.00
Daily Rate for Onsite Technical Support	\$1,650.00
Election onsite Technical Support	\$1,650.00
<b>Shipping/Pilot Project Only</b>	<b>\$350.00</b>
<b>OTHER (specify)</b>	
<b>Travel expenses:</b>	
<i>Airfare</i> - Actual cost or coach class airfare, whichever is less	
<i>Ground Transportation</i> – reasonable cost, not to exceed the actual cost of renting an intermediate sized vehicle	
<i>Lodging and Meals</i> – not to exceed the applicable daily rates as set forth by the most current County of Los Angeles Auditor Controller Travel Expense Reimbursement guidelines (County Code Section 5.40.095).	\$27,450.00
<b>At no time will total travel expenses exceed \$800/day</b>	
Preprinted documentation	10.00 per copy
<b>TOTAL COST</b>	<b>\$3,552,280.50</b>



**PRICING SCHEDULE**  
**Election Help Desk System and Support Services**  
**(Revised December 14, 2015)**

<b>Annual Software Maintenance</b>	<b>Fixed Price</b>
<b>First-Year Initial Term (March 4, 2008 – March 3, 2009)</b>	<b>\$175,500</b>
<b>Second-Year Initial Term (March 4, 2009 – March 3, 2010)</b>	<b>\$175,500</b>
<b>Third-Year Initial Term (March 4, 2010 – March 3, 2011)</b>	<b>\$157,950</b>
<b>Fourth-Year Initial Term (March 4, 2011 – March 3, 2012)</b>	<b>\$157,950</b>
<b>Fifth-Year Initial Term (March 4, 2012 – March 3, 2013)</b>	<b>\$157,950</b>
<b>Sixth-Year Initial Term (March 4, 2013 – March 3, 2014)</b>	<b>\$157,950</b>
<b>First Option Year (March 4, 2014 – March 3, 2015)</b>	<b>\$175,500</b>
<b>Second Option Year (March 4, 2015 – March 3, 2016)</b>	<b>\$175,500</b>
<b>Six Month-to-Month Option (March 4, 2016 – September 3, 2016)</b>	<b>\$87,750</b>
<b>Extension Year (September 4, 2016 – September 3, 2017)</b>	<b>\$157,950</b>
<b>Total:*</b>	<b>\$1,579,500.00</b>
*Fixed Price includes any applicable taxes.	
<p>Invoice for Annual Maintenance may be submitted no earlier than December of the previous year for the subsequent coverage period from March to March.</p> <p>Invoice for Extension Year Annual Maintenance may be submitted no earlier than February 2, 2016 for the subsequent coverage period from September 4, 2016-September 3, 2017.</p>	